

# *St. Louis City Ordinance 62405*

FLOOR SUBSTITUTE

BOARD BILL NO. [91] 192

INTRODUCED BY ALDERMAN JOANNE WAYNE

An Ordinance ratifying, approving, authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis to execute on behalf of the City of St. Louis, Lease Agreement No. AL-30 between the City of St. Louis and Trans World Airlines, Inc. terminating Lease Agreement AL-17 and entering a new Lease Agreement for a term of sixteen (16) years, all as detailed in Section One of this Ordinance; the said Lease Agreement No. AL- 30 having been approved by the Airport Commission and the Board of Estimate and Apportionment; and containing an emergency clause.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Director of Airports and the Comptroller of the City of St. Louis are hereby authorized and directed to execute on behalf of the City of St. Louis, a certain Lease Agreement (Airport No. AL-30) between the City of St. Louis and Trans World Airlines, Inc. and which Lease Agreement reads in terms and figures as follows:

AIRPORT NUMBER .....

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

LEASE AGREEMENT

(TWA Hangar Apron)

THIS AGREEMENT, made and entered into as of the 5th day of July, 1990, by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("City") and TRANS WORLD AIRLINES, INC. a Delaware corporation (the "Lessee").

WITNESSETH, That:

WHEREAS, the City now owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport", located in the County of St. Louis, Missouri ("Airport"); and

WHEREAS, City and Lessee entered into Lease Agreement dated September 27, 1984 designated AL-17 for certain land for its operations at the Airport; and

WHEREAS, City requires a portion of the Leased Premises in conjunction with construction of Taxiway Alpha South and City and Lessee agree to terminate Lease Agreement AL-17 and enter into a new Agreement for the remaining portion of the Leased Premises;

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and Lessee agree as follows:

## ARTICLE I

### LEASED PREMISES

Section 101. Leased Premises. City hereby leases and demises to Lessee and Lessee takes from City, an aircraft apron as shown as Exhibit "A", attached hereto and made a part hereof, ("Leased Premises"). The rights granted in Section 102 hereof may be exercised only on the Leased Premises. City may relocate the Leased Premises at the City's expense if City provides an area comparable in size and accessibility at a comparable rental cost. City will not be responsible or liable for any inconvenience or loss the the Lessee of work time or business resulting from the relocation.

Section 102. Rights. City hereby grants to Lessee, subject to all the terms, covenants, and conditions of this Agreement, the right for the use of the Leased Premises only for maintenance, repair or parking of Lessee's aircraft and associated equipment or the maintenance, repair of aircraft of another commercial air carrier with which Lessee has an agreement for maintenance of said aircraft. Lessee may store associated materials and supplies on the Leased Premises, but only within structures or enclosures which must be constructed on the Leased Premises.

Section 103. Access. Subject to Section 501 and 506 hereof, the Lessee has the right of free access, ingress to and egress from the Leased Premises, for the Lessee's employees, agents, quests, patrons and invitees.

## ARTICLE II

### LEASE TERM

Section 201. Termination of Lease Agreement AL-17. Lease Agreement AL-17 dated September 27, 1984 is terminated as of the effective date of this Agreement.

Section 202. Term. The term of this Agreement shall begin on January 1, 1989, and shall terminate on December 31, 2005.

Section 203. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. Lessee covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Leased Premises in good condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Leased Premises with or without due process of law.

## ARTICLE III

### RENTAL AND FEES

Section 301. Rental. During the term of this Agreement Lessee will pay to the City a rental rate which will compensate the City for the remaining costs of constructing the improvements.

If the term of this Agreement begins on a day other than the first of a month, the rental will be prorated for that month.

Section 302. Calculation of Rental. The rental rate will be calculated according to the following formula:

A. The depreciation shall be determined by dividing the Undepreciated Asset Value as of January 1, 1989 which was \$1,550,239 by 16.75 years.

B. The interest cost for each year of the term will be calculated at the effective interest rate of the last bond sale prior to the execution date of this Agreement (9.2604%) applied against the mid-life value of Undepreciated Asset Value as of January 1, 1989 which was \$1,550,239.

C. An annual per square foot land rental rate of .25 cents per square foot will be multiplied by the total number of square feet of the Leased Premises.

D. The results of the calculations in A through C will be added and the result divided by 12 to determine the monthly rental payment due to the City. See Attachemnt 1 for specific amount of rental.

Rental payments will be made on or before the first day of each month of the term of this Agreement without notice or billing by the City.

Section 303. Unpaid Rent and Fees. All unpaid rent and fee payments due the City hereunder shall bear a service charge of 1-1/2% per month if same is not paid and received by the City on or before the 30th of the month in which said payments are due, and the Lessee agrees that it shall pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including service charges.

Section 304. Notice, Place and Manner of Payments. Payments shall be made at the Office of the Director of Airports at the airport, or at such other place in the City of St. Louis, Missouri as the City may hereafter notify Lessee and shall be made in legal tender of the United States.

Section 305. Additional Fees, Charges and Rentals. Lessee shall pay additional fees, charges and rentals under the following conditions:

A. If the City has paid any sum or sums or has incurred any obligation or expense for which Lessee has agreed to pay or reimburse the City for, and

B . If the City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect or refusal of Lessee to perform or fulfill any of the conditions of this Agreement.

Such payments shall include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of the fees, charges and rental thereafter due hereunder. Each and every part of such payment shall be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rental, as set forth herein.

Section 306. Prompt Payment of Taxes and Fees. Lessee covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon

the Airport, and further covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent.

Section 307. Mechanics' and Materialmen's Liens. The Lessee agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Leased Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

## ARTICLE IV

### CONSTRUCTION BY LESSEE

Section 401. Occupancy of Premises. Lessee accepts the Leased Premises "as is". The Lessee agrees that it will not permit any act of omission or commission or condition to exist on the Leased Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 402. Construction By Lessee. Lessee may improve the facilities to meet its needs for the uses authorized in Section 102 above.

Section 403. Preparation of Plans and Specifications. The Lessee shall develop detailed drawings, plans and specifications for improving and equipping the Leased Premises. Lessee will begin work on proposed improvements only after it has received the written approval of its plans and specifications from the Director of Airports.

Section 404. Contractor's Liability Insurance. In any contract appertaining to improving and equipping the Leased Premises, Lessee shall require the contractor to cause the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than \$1,000,000 for bodily injury and property damage. Said insurance shall be in a form agreeable to the City.

Section 405. Performance and Payment Bonds. Lessee shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and

conditions of Section 107.170 RSMo 1986 as amended. Copies of the bonds shall be given to the City for approval before work begins. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers.

Section 406. Certificates of Completion. Upon the completion of the improvements hereunder, the Lessee shall submit to the Director of Airports a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Lessee.

Section 407. Signs. Lessee agrees that no signs or advertising displays shall be placed on, painted on or erected in any manner upon the areas of the Leased Premises exposed to the public without prior written approval of the Director of Airports and that such signs shall conform to reasonable standards established by said Director of Airports with respect to wording, type, size, design, color and location.

Section 408. Title to Improvements. All improvements installed by the Lessee shall become the property of the City upon termination of this Agreement.

## ARTICLE V

### USE OF LEASED PREMISES

Section 501. Compliance with Laws and Regulations. Lessee shall comply with all rules and regulations which the Director of Airports may establish from time to time. Lessee shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Leased Premises or to any adjoining public ways, as to the manner of use or the condition of the Leased Premises or of adjoining public ways.

Section 502. Repairs and Maintenance. Lessee will provide and pay for all repairs and maintenance of the leased Premises. The Lessee will perform the following functions as part of its responsibilities in the repair and maintenance of the Leased Premises. The following list includes certain functions but the Lessee's responsibilities are not limited to those functions:

A . Keep all its equipment and fixtures in good repair and appearance.

B . Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.

C . Repair all damage to the Leased Premises and the Airport when such damage results from the careless or negligent acts of Lessee or Lessee's employees or agents.

D . Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director of Airports applicable to all Airport tenants. Such standards established by the Director of Airports . Such standards may require the use of special devices including, but not limited to, special containers, compactors and disposal systems. The Lessee agrees to promptly provide and install same and to abide by such standards.

E. Confine all handling and holding of Lessee's property to the Leased Premises.

F . Keep all papers and debris picked up daily from the Leased Premises.

G. Removal of snow.

Section 503. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representative shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable) to enter upon and in the Leased Premises for the following purposes:

A . To inspect such premises to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement.

B. To perform maintenance and make repairs in any case where Lessee is obligated, but has failed to do so, after the City has given Lessee notice so to do, in which event Lessee shall reimburse the City for the cost thereof plus a charge of 15% for overhead promptly upon demand.

C . To gain access to the mechanical, electrical, utility and structured systems of the Airport for purposes of maintaining and repairing such systems.

Section 504. Utilities. Lessee will provide and pay for all utilities it requires.

Section 505. Interference to Air Navigation. The lessee agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Leased Premises. Any obstructions will be removed by the lessee at its expense. The Lessee agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of the control tower and its operations. The Lessee further agrees not to install any structures, objects, machinery or equipment that would interfere with operation of navigation aides or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

Section 506. Security Plan and Facilities. Airline hereby acknowledges that City is required by Federal Aviation regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and Lessee covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Lessee's exercise of the privileges granted to Airline hereunder. Lessee will reimburse City for all fines imposed upon City by the FAA resulting from Lessee's negligence or failure to act in relation to Part 107.

## ARTICLE VI

### LOSS OF AND LIABILITIES PERTAINING TO LEASED PROPERTY

Section 601. Liability Insurance. Lessee, at his expense, at all times during the term hereof, shall cause the City and its Board of Aldermen, Airport Commission, officers, agents and employees and Lessee to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities of Lessee, its officers, agents, employees, and independent contractors pursuant to this Agreement both on the Premises and the Airport under the following types of coverage:

A . General Comprehensive

B . Automobile (all vehicles)



The minimum limits of coverage for the above classes of insurance shall equal a single limit of \$5,000,000 comprised of such primary and excess policies of insurance as Lessee finds it feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City shall be included as an additional insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and city personnel, and caused by or resulting from work, acts, operations, or omissions of Lessee, its officers, agents, employees and independent contractors on the Airport. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as an additional insured is not intended to, and shall not, make the City a partner or joint venturer with Lessee in its operations hereunder.

Section 602. Property Insurance. Except to the extent the Lessee's improvements on the Leased Premises are insured during the construction and installation, Lessee agrees that at all times during the term of this lease, at its own cost and expense, it shall keep all of such real property on the Lease Premises insured against loss or damage by perils as set forth in generally accepted policy forms from financially reputable insurers. Lessee's property insurance may contain reasonable deductible provisions.

Section 603. Evidence of Insurance. Certificates, or other evidence of insurance coverage required of Lessee in this Article, shall be delivered to the Director of Airports in form and content satisfactory to the City.

No more than 15 days after renewal of any such policy, Lessee shall submit to the Director of Airports a certificate showing that such insurance coverage has been renewed. If such coverage is cancelled or reduced, Lessee shall within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director of Airports, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or cancelled by the insurer during its term without first giving 30 days notice to the Director of Airports.

Section 604. Conditions of Default. If, Lessee shall fail to comply with any of the terms and provisions of this Agreement, City may, after proper notice, terminate this Agreement in accordance with other provisions of this Agreement.

Section 605. Indemnification. Lessee shall protect, defend, and hold the City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the least premises or the acts or omissions of Lessee's officers, agents employees, contractors, subcontractors, licensees, or invitee regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of Lambert-St. Louis International Airport. Lambert-St. Louis International Airport shall give to Lessee reasonable notice of any such claims or actions. The Lessee shall also use counsel reasonably acceptable to Lambert-St. Louis International Airport in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this agreement.

Section 606. Damage to Improvements. In case of any material damage to or destruction of the Lessee's structures and improvements or any part thereof, Lessee will give prompt notice thereof to the City, and the Lessee will promptly commence and complete with due diligence and in accordance with plans approved by Lessee and the Director of Airports, the restoration of such property as nearly as reasonably practicable to the value and condition thereof immediately prior to such damage or destruction (with alterations, at Lessee's election, and with the prior consent and approval of the Director of Airports). In the event of such damage or destruction, the proceeds from all property insurance policy or policies shall be devoted exclusively to the restoration of the damaged property. To the extent of any loss or damage where the insurance proceeds are insufficient for such restoration, Lessee assumes the risk of such uninsured loss or damage or insufficiency of the insurance proceeds, and shall be obligated to pay the costs or balance of costs of restoration.

## ARTICLE VII

### ASSIGNMENT AND SUBLETTING

Section 701. Assignment and Subletting. Lessee shall not assign this Agreement without first obtaining written approval of the Director of Airports and Airport Commission. At least 90 days prior to any contemplated assignment of this Agreement, Lessee shall submit a written request to the Director of Airports. Lessee shall submit evidence showing good and sufficient financial worth and adequate experience in the operation of the concession on the part of the contemplated assignee. In any event, no assignment shall be made or shall be effective unless Lessee shall not be in default on any of the other terms, covenants and conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement. In the event of any assignment consistent with the foregoing provisions of this Article, Lessee upon consummation thereof shall be released and discharged from any and all obligations contained in this Agreement.

Lessee shall not sublet the Leased Premises nor any part thereof without first obtaining the prior written approval of the Director of Airports.

## ARTICLE VIII

### TERMINATION OF LEASE IN ENTIRETY

Section 801. City's Right to Terminate. The City, acting by and through its Director of Airports, may declare this Agreement terminated in its entirety, in the manner provided in Section 803 hereof, upon the happening of any one or more of the following events:

A . If the fees, charges, or other money payments which the Lessee herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.

B . If, during the term of this Agreement, Lessee shall:

1. Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;
2. File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
3. Make a general assignment for the benefit of creditors;

4. File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating Lessee a bankrupt or insolvent, or approving a petition seeking a reorganization of Lessee, and such order, judgment or decree shall continue unstayed and in effect for any period of 90 consecutive days.

C . If Lessee shall have failed in the material performance of any covenant or condition herein required to be performed by Lessee.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Lessee shall expire, except as otherwise provided in Section 803 hereof.

Failure of the City to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be or act as a waiver of default or in any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee. The acceptance of monies by the City from Lessee for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

Section 802. Lessee's Right to Terminate. Lessee, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 803 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or substantial entirety.

B. If the City shall have abandoned the Airport for a period of at least 30 days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or of the use of motor vehicles or airplanes by the general public, or a limitation of the supply of automobiles or of automobile fuel, supplies, or parts for general public use, and any of said events shall result in material interference with Lessee's normal business operations or substantial diminution of Lessee's gross revenue from the operation at the Airport, continuing for a period in excess of 60 days.

D. If the City shall have failed in the performance of any covenant or condition within the control of the City and herein required to be performed by the City.

Section 803. Procedures for Termination. No termination declared by either party shall be effective and unless and until not less than 45 days have elapsed after notice by either party to the other specifying the date upon which such termination shall take effect, and the cause for which this Agreement is being terminated and no such termination shall be effective if such cause of default by its nature cannot be cured within such 45 day period, and if the party at default commences to correct such default within said 45 days and corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by the City upon the default of payment of charges and fees as provided herein, then Lessee agrees also to pay a reasonable attorney's fee.

Section 804. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and Lessee specified in this Article are not intended to be, and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

Section 901. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, P.O. Box 10212, Lambert Station, St. Louis, MO 63145. All notices, demands, and requests by the City to Lessee shall be sent by certified

mail, return receipt requested addressed to Trans World Airlines, Inc., 100 South Bedford Road, Mt. Kosco, NY 10549, Attention: Corporate Secretary.

The parties or either of them may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. ♦ The effective date of service of any such notice shall be the date such notice is mailed to Lessee or said Director.

Section 902. Non-Discrimination and Affirmative Action Program.

A. The Lessee hereto understands and agrees that the City in operation and use of Lambert-St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21, Subtitle A of Title 49 of the Code of Federal regulations. Lessee hereby agrees that his premises shall be posted to such effect as required by such regulation.

B. Lessee agrees that in performing under this Agreement, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. Lessee will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.

C. Lessee will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Lessee state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Lessee shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. Lessee agrees that should it be determined by the Lessee or City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the

City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within 10 days of such determination, as to the steps to be taken by Lessee to achieve the provisions of his program.

E. Lessee will permit reasonable access by City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. Lessee further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Lessee in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever the Lessee is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, Lessee shall notify the City Counselor in writing of such suit or threatened suit within 10 days.

H. Lessee will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment and the City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

I. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 903. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 904. Force Majeure. Neither the City nor Lessee shall be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 905. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 906. Quiet Enjoyment. Subject to the provisions of the Agreement, the City covenants that Lessee on paying the rentals and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable possession of the Premises.

Section 907. Operation and Maintenance of Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 908. Title to Site. The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

Section 909. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development



of the Airport in accordance with the provisions of the Airport and Airway Development Act as it has been amended from time to time. Any agreement hereafter made between the City and the United States will not be inconsistent with rights granted to Lessee herein.

Section 910. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this document; Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds, provided that in no event shall such changes impair the right of Lessee hereunder.

Section 911. Governing Law. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri.

Section 912. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 913. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 914. Previous Agreements. It is expressly understood that the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between Lessee and the City.

Section 915. Withholding Required Approvals. Whenever the approval of the City, or the Director of Airports, or of Lessee is required herein, no such approval shall be unreasonably requested or withheld.

Section 916. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

Section 917. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 918. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year first above written.

THE CITY OF SAINT LOUIS

Director of Airports Date

APPROVED AS TO FORM ONLY COUNTERSIGNED

City Counselor, Date Comptroller, Date

City of St. Louis City of St. Louis

Register, Date

City of St. Louis

The foregoing Agreement was approved in substance by the Board of Estimate and Apportionment at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 1989

Secretary, Board of Estimate & Apportionment

TRANS WORLD AIRLINES, INC.

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SECTION TWO. This being an Ordinance for preservation of the public peace, health or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City of St. Louis.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
09/20/91	09/20/91	T&C		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
09/27/91			10/04/91	10/11/91
ORDINANCE	VETOED		VETO OVR	
62405				